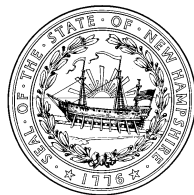


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC RFP 14-09-GFDFS

Offender Electronic Monitoring Services

ISSUE DATE: February 26, 2014

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

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William L. Wrenn
Commissioner

Bob Mullen
Director

**Request for Proposal (RFP)
Terms and Conditions**

February 26, 2014

RFP Title: Offender Electronic Monitoring Services
RFP Number: NHDOC 14-09-GFDFS
RFP Due Date: April 18, 2014, no later than 2:00PM, EST

NH Department of Corrections Mission Statement: *Our Mission is to provide a safe, secure and humane correctional system through effective supervision and appropriate treatment of offenders and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships or corporations; or a consortium of public, non-profit and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Respondent," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposal and Contract format for the provision of Offender Electronic Monitoring Services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections" or "Department").

2. Performance Period:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2016, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Statement of Purpose:

The purpose of this request for proposal is to seek services for a statewide offender electronic monitoring system for the NH Department of Corrections offender population to include inmates, probationers and parolees, by providing twenty-four/seven (24/7), 365 days a year, supervision and continuous monitoring of offenders. Requested services shall include rental equipment to offenders,

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reporting, ancillary training, program management and support to enforce curfews, scheduling, established prohibited and/or restricted areas, and assess and monitor offender movement within the community. This program is offender funded.

4. Outline of Minimum Required Services:

- 4.1. Minimum Services: Vendor shall provide a cost effective and reliable electronic monitoring system with options for alcohol testing and global positioning system (GPS) capabilities passive, intermediate and active. Continuous monitoring shall consist of continuous signaling; radio frequency based transmitter and receiver monitoring, random calling monitoring capability, email and/or telephone notification capability. Vendor shall provide services through a rental system to offenders. The cost of the rental shall include all costs, including monitoring, equipment, maintenance, replacement parts, repair, training, phone charges, shipping, storage, installation, warranty, contractor associated costs for employees, monitoring facility to include equipment for the facility, and any and all other ancillary charges associated with the provision of electronic monitoring as a per unit cost offender basis.
- 4.2. Continuous Monitoring Services: Vendor shall provide twenty-four (24) hours, seven (7) days a week, 365 days a year, supervision of offenders to monitor and verify an offender's presence or absence at a specified location during specific time periods.
- 4.3. Equipment Technology: The NH Department of Corrections requires the use of a continuous monitoring system with transmitter device (bracelet, cell phone, etc) and home monitoring units with the following options: basic Radio Frequency (RF) service, alco-sensor testing and global positioning system. Available technologies will be considered including but not limited to radio frequency monitoring, voice verification systems, in-home alcohol monitoring devices, field location devices, page alert systems, global positioning systems or any alternative equipment as proposed by a Bidder that provides a range of monitoring functions with equipment.
- 4.4. Reporting: Vendor shall report offender variances to include but not limited to unauthorized absences, late returns, equipment malfunctions and tampering to a centralized computer system. The Vendor shall report such occurrences to the NH Department of Corrections in accordance with the level of monitoring service, as mutually agreed upon between the Vendor and the NH Department of Corrections.
- 4.5. Management: Vendor shall be responsible for installation of transmitters and electronic monitoring units. The Vendor shall be responsible for providing all equipment, maintenance of equipment services, collecting fees from offenders at no cost to the Department of Corrections.
- 4.6. Training: Vendor shall be responsible for training the NH Department of Corrections staff at no cost to the Department.

5. Vendor Conference: (NOT APPLICABLE)

6. Facility Tours: (NOT APPLICABLE)

7. Proposal Inquiries:

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries or questions.

- 7.1. Inquiries shall be received no later than 2:00PM EST on March 21, 2014.

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- 7.2. Inquires received will be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries will be accepted after 2:00PM on March 21, 2014.
- 7.3. All inquiries concerning this Request for Proposal shall be made in writing either by: US Mail, fax or e-mail, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

NH Department of Corrections Director of Field Services P.O. Box 1806 Concord, NH 03302-1806 Tel: (603) 271-5652 Fax: (603) 752-0414 michael.mcalister@nhdocr.state.nh.us

8. NH Department of Corrections Response Date for Vendor Inquiries:

An official written answer to all written inquiries, received meeting the requirements found in Section Seven (7), Proposal Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdocr/business/rfp.html> on or prior to March 28, 2014.

9. Last Date for Letter of Intent: (NOT APPLICABLE)

10. Specifications:

Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to the proposal specifications are made. Verbal agreements or instructions from any source shall not be authorized.

11. Instructions, RFP Documents, Format and Labeling of Proposal Submissions:

Prospective Vendors shall comply with instructions and conditions as specified in the Proposal and ensure sealed offers are received by the date, time and location identified herein.

11.1. Instructions:

- 11.1.1. Submit **two (2) original** and complete Proposals, to include, Cover Page, Cover Letter, Proposal Cover Sheet; Initialed Terms and Conditions, P-37, Initialed Exhibit A, B & C, Certificate of Good Standing, Authority/Vote and Insurance, Comprehensive General Liability Insurance Acknowledgment Form; Prison Rape Elimination Act (PREA) Form, Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; Professional Licensures, Certifications (if applicable); Alternate W-9 Form; Statement of Financial Stability; Qualitative References; Non-Disclosure of Right To Know Letter; and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**. The original copies **shall** be typed or clearly printed in **black ink**. The contract signatory must initial all corrections.
- 11.1.2. In addition, submit **two (2) photocopies**, fully executed, and **one (1) CD** of the proposal.
- 11.1.3. Proposals **must be sealed** or they shall not be accepted.
- 11.1.4. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 11.1.5. Please use only binder clips to secure and/or separate sections of the proposals.

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- 11.1.6. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 11.1.7. Proposals shall be submitted and received by the NH Department of Corrections no later than 2:00PM EST on **April 18, 2014** to be considered.
- 11.1.8. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**
- 11.2. **Technically Non-Compliant:**
- 11.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered “technically non-compliant”;
- 11.2.2. Absence of any documentation identified in the Proposal Check Sheet may be considered “technically non-compliant”;
- 11.2.3. Any alterations to the text or format of the RFP, addendum or attachment to this document; and
- 11.2.4. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 11.3. **Technically Non-Responsive:**
- 11.3.1. Proposals received after the deadline shall be considered “technically non-responsive.” If a proposal is received after the deadline, the NH Department of Corrections may notify the Bidder and send the proposal back to the prospective Vendor unopened and unevaluated.
- 11.3.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the NH Department of Corrections will notify the Bidder.
- 11.4. **Required RFP Documents:** All identified documents found on the Proposal Check Sheet are required documents and must be submitted to the NH Department of Corrections in order for a proposal to be considered complete, in addition to the following, but not limited to:
- 11.4.1. **Executive Summary** (not to exceed 3 pages) – Briefly summarize an overview of the organization (including any networks or subcontractors to be involved), length of time the organization has been in operation, description of the proposed system and how the equipment shall perform.
- 11.4.2. **Organizational Capability** (not to exceed 5 pages) – Describe the overall mission and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services of this RFP.
- Describe the organization’s experience and capacity to meet the goals, and objectives of the minimum required services as described in Exhibit A, Scope of Services. This shall include: a) ability to perform the services required; b) qualified and experienced personnel; c) resources; and d) demonstration of correctional experience.
- 11.4.3. **Organization’s Approach to Performance of Scope of Services** (not to exceed 8 pages) – Describe the organization’s approach to provide services as specified in the RFP. The respondent shall address all areas of requested services pertaining to the Scope of Services, Exhibit A, Sections 16-22 to demonstrate a thorough understanding and insight to the project. At a minimum, this section shall:
- Demonstrate the organization’s technical knowledge, expertise and ability to meet the specifications stated in the Exhibit A, Scope of Services by describing the following:
 1. system operation to include: administrative approach, monitoring facility and monitoring services;
 2. type of monitoring equipment; and
 3. reporting requirements.

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- Demonstrate how the organization could cooperate with other entities to provide a thirty (30) day transition without a break in services to the NH Department of Corrections prior to the start of services and provide immediate availability.

11.4.4. **Financial Statements** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

Check	Description
<input type="checkbox"/>	a copy of the organization's most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization's audited set of financial statements from an independent Certified Public Accountant (CPA) firm

11.4.5. **References** – Qualitative references shall be submitted. Please provide a list of all current and former clients, institutions and/or agencies from the past two (2) years providing similar offender electronic monitoring services. The Vendor shall grant the NH Department of Corrections permission to contact the references upon submission of reference information. Please provide the following information for each reference:

- Name and address of organization;
- Name, title, e-mail address, telephone and fax number of contact person;
- Website address; and
- Performance period.

11.5. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified in the Proposal Check Sheet pages 13-15.

11.6. **Format Requirements:**

11.6.1.	Front Style	11 Point, Times New Roman
11.6.2.	Line Spacing	Single
11.6.3.	Text Justification	Flush left
11.6.4.	Margins	One inch all around
11.6.5.	Tabs	Do not include section tabs
11.6.6.	Binding	Do not bind, staple or 3-hole punch

11.7. **Labeling and Addressing Proposal:** Please clearly mark the outside of your envelope ***RFP 14-09-GFDFS Offender Electronic Monitoring Services***. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Financial Services, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, on the Third (3rd) Floor of the Main Building of the Governor Hugh J. Gallen State Office Park South Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **April 18, 2014 at 2:00PM EST**, to be considered.

11.7.1. For overnight carrier deliveries the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Financial Services, Contract Administrator, 105 Pleasant Street, 3rd Floor, Room 322, Main Building, Concord, NH 03301 referencing telephone extension 603-271-7602.

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12. Submission Criteria:

Proposal that are not complete or unsigned will not be considered. Any proposal received after the deadline shall be considered “technically non-responsive” and the NH Department of Corrections may notify the Bidder.

- 12.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.
- 12.2. If a partial service proposal is received, it shall be considered “technically non-responsive” and the Bidder may be notified by the NH Department of Corrections.
- 12.3. If an unsigned proposal is received in response to the RFP, the Bidder will be notified by the NH Department of Corrections and shall be considered “technically non-compliant”.
- 12.4. A Bidder who has failed to sign a proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.
- 12.5. The NH Department of Corrections shall not consider a proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned proposal.

13. Document Alterations/Changes/Omissions:

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered “technically non-compliant.”

14. Evaluation Criteria/Procedure:

Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:

- 14.1. Conform to instructions and format contained within the RFP;
- 14.2. Is properly executed and complete; and
- 14.3. Contains all required supporting documentation.

15. Other Contractual Documents Provided by the NH Department of Corrections:

The State Long Form Contract, form P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Alternate W-9 Form, Prison Rape Elimination Act (PREA), Public Law 108-79 Prison Rape Elimination Act of 2003, Federal Register 28 CFR Part 115, National Standards to Prevent, Detect and Respond to Prison Rape, Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164, if applicable to contracted activities, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdocr/business/rfp.html>.

16. Cancellation:

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for the preparation of proposals is the sole responsibility of the Vendor.

17. Financial Commitment:

Financial commitment by the NH Department of Corrections shall not occur until the Governor and the Executive Council of the State of New Hampshire approve a Contract.

18. Rejection of Proposals:

Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:

- 18.1. Has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
- 18.2. Fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
- 18.3. If a non-profit/not-for-profit and fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel;
- 18.4. Fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections; and
- 18.5. Fails to reach agreement with NH Department of Corrections on any and all Contract terms.

19. Other Remedies for "Technically Non-Compliant" Proposals:

The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:

- 19.1. Seek clarification;
- 19.2. Allow the Vendor to make corrections; or
- 19.3. Apply a combination of the two (2) remedies.

20. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

- 20.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html>. This notification will also serve as a Public Notice.
- 20.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 20.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 20.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 36.1., the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

21. Proposal Submission:

- 21.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet and ensure **sealed** offers are received by the date, time and location identified herein.
- 21.2. Vendor should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 21.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 21.4. Verbal agreements or instructions from any source shall not be authorized.

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22. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

23. Collusion:

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

24. Disclosure of Sealed Proposal:

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

25. Oral Presentation:

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

26. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors' awarded Contract shall become public information upon approval of the Governor and Executive Council of the State of New Hampshire.

27. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their submitted proposal, any resulting Contract and any renewal Contracts thereof.

28. Subcontractors:

If your organization plans to utilize subcontractors for any portion of the services identified in this RFP, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Corrections.

29. Change of Ownership:

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors or assign.

30. Evaluation of Proposals and Award of Contract:

30.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.

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- 30.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 30.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 30.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

31. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal or for work performed prior to Contract issuance.

32. Licenses, Permits and/or Certifications:

Vendor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations at the inception of the Contract and for the life of the Contract and any renewals thereof. The Vendor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of Contract.

33. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a *BEST AND FINAL OFFER* (BAFO) from Vendors submitting acceptable and/or potentially acceptable proposals.

- 33.1. The “*BEST AND FINAL OFFER*” would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.
- 33.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the NH Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

34. Proposal Review and Evaluation Criteria:

- 34.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The NH Department of Corrections shall not review proposals that reduce our current functions.
- 34.2. The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each response will be evaluated through a forum of open discussion/debate by the evaluation committee and scored comparing the Vendor’s proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet will be used to designate the point value assigned to each proposal.
- 34.3. If an item or area of a Vendor’s proposal is deemed ambiguous, the Evaluation Team may warrant the item or area as “Technically Non-Compliant.” At the discretion of the NH

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- Department of Corrections, the Department may seek clarification and suspend the evaluation until a response from the Vendor is received.
- 34.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract will be awarded. NH Department of Corrections reserves the right to award more than one (1) Contract resulting from evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. NH Department of Correction reserves the right to enter into concurrent negotiations with more than one (1) respondent. If concurrent negotiations with more than one (1) respondent are required, a Contract award may result from those negotiations.
- 34.5. The NH Department of Corrections will award a Contract based on the following:
- 34.5.1. Total Estimated Cost;
 - 34.5.2. Organizational Capability;
 - 34.5.3. Organizational Approach to Performance;
 - 34.5.4. Financial Statements; and
 - 34.5.5. Qualitative References.
- 34.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 34.7. Points assigned per category in Section 35.1., Table of Scoring Criteria, are listed in no particular weighted order.

35. Scoring of Evaluation Criteria:

- 35.1. Table of Scoring Criteria:

Category	Total Points Per Category
35.1.1. Total Estimated Cost: (50 Points) 35.1.1.1. Cost Effective Service Rates	50
35.1.2. Organizational Capability: (25 Points)	25
35.1.2.1. Ability to Perform Services: (10 points) 35.1.2.2. Qualified Personnel & Resources: (10 points) 35.1.2.3. Correctional Experience and Credentials: (5 points)	
35.1.3. Organizational Approach to Performance: (15 Points)	15
35.1.3.1. Technical Approach to Performance: (10 points) 35.1.3.2. Ability and Immediate Availability: (5 points)	
35.1.4. Financial Statements: (5 Points)	5
35.1.4.1. Financial Stability: (5 points)	
35.1.5. Qualitative References: (5 Points)	5
Total of all Categories	100

Note: The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to NH Department of Corrections. A Vendor that does not score at least 3 out of 5 points, upon evaluation, in the Financial Stability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department, the NH Department of Corrections shall, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State.

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Request for Proposal (RFP)
Terms and Conditions

36. Schedule of Events (Timetable):

36.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	February 28, 2014
2	Written Inquiries Due	March 21, 2014
3	NHDOC Posts Answers to Inquiries	March 28, 2014
4	RSVP: Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Proposals Due	April 18, 2014
7	Presentations of Selected Vendors	TBA, if required
8	Best & Final Offer	TBA, if required
9	Contract Finalization	May, 2014
10	Anticipated Approval by the Governor and Executive Council	June, 2014
11	Expected Services Start Date	July 1, 2014 or upon G&C Approval, whichever is later

Note: The NH Department of Corrections, with the exception of Event # 6: "Proposals Due", may alter the above Table of Events and Important Dates at any time. The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire except for the reasons as stated in section – 20.4., Terms and Conditions of this RFP. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Date*.

37. Procedures for Proposal Selection and Notification:

- 37.1. A letter of selection may be sent to the Vendors who submitted proposals that are selected. The Scope of Services and Budget for the proposed Contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal evaluation committee, availability of funding and conditions of the award.
- 37.2. The NH Department of Corrections expects to contract with one (1) Vendor to provide the needed services. The NH Department of Corrections may also require a Vendor to make appropriate linkages, or, collaborate with other agencies or providers in order to provide the necessary level of services required by this proposal.

38. Special Notes:

- 38.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 38.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals, to waive any minor irregularities in any proposal and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
- 38.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.
- 38.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor to maintain current licensures and/or certifications.
- 38.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
- 38.6. The successful Vendor and/or sub vendors shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

Proposal Cover Sheet

PROPOSAL FOR: The provision of Offender Electronic Monitoring Services for the NH Department of Corrections to contract with one (1) Vendor for the breadth of the services in this RFP.

RFP NUMBER: NHDOC 14-09-GFDFS

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. VENDOR: _____
Name of Organization (As written on the Certificate of Good Standing)

2. ADDRESS: _____
Street Address (Physical address of the organization - no PO Boxes)

City or Town State Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

5. TITLE OF SIGNATORY: (Title of signatory) _____

6. NAME OF SIGNATORY: (Name of signatory) _____

7. CONTACT PERSON: (Contact person if different from signatory) _____

8. TELEPHONE: (Telephone number of contact person) _____

9. E-MAIL: (E-mail of contact person) _____

10. FAX: (Fax number of contact person) _____

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Proposal Check Sheet

FORMAT FOR SUBMISSION: Vendors shall submit two (2) original and completed proposals in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in **black ink**. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) CD. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive" and the NH Department of Corrections may notify the Vendor with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be sealed or they shall not be accepted. Proposals shall not be stapled or three-hole punched. Use only binder clips to secure and separate your proposals. Vendors **MUST** initial the bottom right hand corner of each page of their Proposal.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ☐ Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor's Organizational Name; and
 - Submission Date.
- ☐ Cover Letter (see criteria, section 11.1 Instructions, RFP Documents, Format and Labeling of Proposal Submissions within the RFP);
 - Executive Summary;
 - Organizational Capability; and
 - Organization's Approach to Performance of Scope of Services.
- ☐ Proposal Cover Sheet (please use the previous page for this document);
- ☐ Initialed Terms and Conditions;
- ☐ Contract Form P-37, version 1/09 ([P-37](#)):
 - Please fully execute Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2; and
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ☐ Initialed Exhibit A – Scope of Services;
- ☐ Initialed Exhibit B – Signature Page;
- ☐ Initialed Exhibit B:
 1. Estimated Costs/Fee Schedule (Budget Sheet); and
 2. Method of Payment.
- ☐ Initialed Exhibit C – Special Provisions;
- ☐ Certificate of Good Standing (**not included herein; see instructions on next page**);
- ☐ Certificate of Authority (execute and submit only the one that applies to your entity): ([Corporation Certificate of Authority Vote w/ Corporate Seal](#), [Corporation Certificate of Authority Vote with Notary Seal](#), [Partnership Certificate of Authority Vote](#), [Sole Proprietor Certificate of Authority Vote](#), [Limited Liability Company Certificate of Authority Vote](#)).
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.

Proposal Check Sheet

- ☐ Certificate of Insurance (not included herein; see instructions on next page):
 - Note: THE NAME OF THE VENDOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING, AND ADDRESS OF THE VENDOR'S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- ☐ Comprehensive General Liability Insurance Acknowledgement Form – ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- ☐ Prison Rape Elimination Act (PREA) Form [PREA Contractor Acknowledgement Form](#);
- ☐ Administrative Rules, Rules of Conduct and Confidentiality of Information Forms;
- ☐ List of Board of Directors and Addresses (**only mandatory** for non-profit organizations);
- ☐ List of Key Personnel and Salaries (**only mandatory** for non-profit organizations – redact all personal information);
- ☐ Resumes (**redact personal information**) or Job Descriptions of all Personnel involved with administering programs;
- ☐ Alternate W-9 Form ([W-9 Form Document](#));
- ☐ Statement of Financial Stability;
- ☐ Qualitative References; and
- ☐ Non-Disclosure of Right to Know Information Letter to State Agency, if applicable (See Scope of Services, Exhibit A, Section 26).

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhdod/business/rfp.html> under the heading “DOING BUSINESS, RFP RESOURCES.” (Direct link to above document web page: [RFP Resources](#)).

OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):

- ☐ Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3rd Floor, Concord, NH 03301 or visit the Secretary of States Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax number. You will receive a fax of the Certificate in addition to an original mailed copy.
- ☐ Certificate of Insurance (NOT INCLUDED HEREIN, **must be provided by Vendor**): You must contact your Insurance provider and follow their process to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form to (603) 271-5639, care of the Contract Administrator.

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- ☐ The Certificate of Insurance must provide the following:
- Shall designate the State of New Hampshire, NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302;
 - Shall designate your organizations name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Liability Insurance document.
 - Shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable);

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SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek services for a statewide offender electronic monitoring system for the NH Department of Corrections offender population to include inmates, probationers and parolees, by providing twenty-four/seven (24/7), 365 days a year, supervision and continuous monitoring of offenders. The Contractor shall monitor and verify a person's presence or absence at a specified location during specific time periods. The Contractor shall report unauthorized absences, late returns, equipment malfunctions and tampering to a central computer system with occurrences reported to the NH Department of Corrections in accordance with the level of monitoring service, as mutually agreed upon between the Contractor and the Department.

Requested services shall include rental equipment to offenders, reporting, ancillary training, program management and support to enforce curfews, scheduling, established prohibited and/or restricted areas, and assess and monitor offender movement within the community.

The goals of the NH Department of Corrections are to acquire reliable and cost effective electronic monitoring services with options for alcohol testing and global positioning system (GPS) capabilities: passive, intermediate and active. The NH Department of Corrections requires the use of a continuous monitoring system with transmitter device (bracelet, cell phone, etc) and home monitoring units with the following options: basic Radio Frequency (RF) service, alco-sensor testing and global positioning system. Available technologies will be considered including but not limited to radio frequency monitoring, voice verification systems, in-home alcohol monitoring devices, field location devices, page alert systems, global positioning systems or any alternative equipment as proposed by a Bidder that provides a range of monitoring functions with equipment.

This program is offender funded. Offenders shall be responsible for maintaining telephone service at their monitored location. Offenders are expected to pay up to two (2) weeks of services in advance.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2014 upon approval of Governor and Executive Council (G&C) whichever is later through June 30, 2016, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Administrative Home Confinement Population: Daily population of electronic monitoring cases averages at approximately 45-50.

- 3.1. Case averages shall not commit the NH Department of Corrections to either a maximum or minimum amount of projected usage that is based on past usage and anticipated future usage.
- 3.2. The specific number for each device may be increased or decreased at any given time depending upon need of specific equipment.

4. General Electronic Monitoring System Requirements:

- 4.1. The Contractor shall provide a system of continuous signaling; radio frequency based transmitter and receiver monitoring, random calling monitoring capability, e-mail and/or telephone notification capability.
- 4.2. The Contractor shall provide a system that can communicate between individual transmitters/receivers and the central computer. All monitoring equipment and accessories shall be designed specifically for electronic monitoring and shall not be an adaptation of readily and commercially available products.

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- 4.3. The monitoring equipment shall be easily attached to an offender.
- 4.4. The Contractor shall provide a central computer system to be located at a secure facility, capable of receiving, storing and disseminating the data generated by the monitoring equipment. It shall also provide a reliable and secure means of transmitting data between the central computer and the offenders' monitoring equipment.
- 4.5. Staffing shall be provided by the Contractor at its monitoring center to continuously monitor the computer system twenty-four (24) hours a day, seven (7) days a week, 365 days a year, in order to promptly detect unauthorized absences, late arrivals, equipment malfunctions, tampering and respond to inquiries from the NH Department of Corrections.
- 4.6. The Contractor shall provide the necessary on-site training, essential manuals for equipment and system operations, on-going support to the NH Department of Corrections employees and follow up training and support as needed and requested by the Department.
- 4.7. The Contractor shall detail the following logistical processes: delivery of equipment; coordination of inventory with the NH Department of Corrections; enrollment process of the offenders; changes in offender curfew schedules and maintenance of equipment, repairs, upgrades and replacement.
- 4.8. The Contractor shall be the sole responsible party for the cost of replacement for lost and damaged equipment, if the offender does not make restitution. The Contractor shall maintain equipment and inventory in proper working condition.
- 4.9. The Contractor shall repair and/or replace defective or malfunctioning parts and/or equipment immediately after the notice or knowledge of a malfunction or failure that may impede or interrupt the provision of electronic monitoring.
- 4.10. The Contractor shall maintain all appropriate licenses and certifications required for compliance by appropriate government agencies to perform the requested services.
- 4.11. Contractors may be asked to demonstrate components of their system (either monitoring units or ability to input data) prior to a Contract being awarded.
- 4.12. All types of monitoring units must operate in conjunction with each other and be compatible with each other.

5. Central Monitoring Center Computer System:

The Contractor shall provide a central monitoring computer system capable of automatically initiating and receiving telephone calls to/from the offenders' location to communicate with the offender and the monitoring equipment.

- 5.1. Minimum requirements:
 - 5.1.1. Monitoring system shall be single use facility located at a secure office location/venue and equipped with a functional alarm system.
 - 5.1.2. Monitoring system shall be staffed twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
 - 5.1.3. Monitoring system shall be operated by Contractor staffed employees devoted to providing electronic monitoring services.
 - 5.1.4. Monitoring system shall have a secondary power, uninterruptible back up power-supply, which shall enable the computer system to continue running at full capacity of operation in the event of a power outage.
 - 5.1.5. Monitoring system shall provide for an orderly back up of data at least once a day to prevent data loss due to system failure to include a description of procedures to back up of data.
 - 5.1.6. Monitoring system shall be capable of continuously initiating, receiving and storing all calls and voice responses of the offender and data sent by the receiver dialer, together with the date and time of each occurrence. All voice responses shall be permanently recorded on tape for later playback and analysis for

substance abuse, unusual responses and additional identification. All data shall be continuously stored electronically with print out capability on line in real time and later shall be printable in various report formats as required and/or requested by the NH Department of Corrections.

- 5.1.7. Monitoring system shall be equipped with sufficient number of workstations and operators to accommodate the data entry, changes, report printing and other functions without disrupting the monitoring process.
- 5.1.8. Monitoring system shall have the ability to perform random calling within at least six (6) different curfew periods per day on a customized schedule for each offender. In the event that an offenders' unauthorized absence is reported by the radio frequency portion of the system, the computer system must have an automatic call back feature and provide immediate and one hundred (100) percent accurate verification that the offender is or is not present.
- 5.1.9. Monitoring system shall be capable of retaining relevant information for each offender, including but limited to: (1) name (2) address (3) phone number (4) equipment serial numbers (5) name of case Probation and Parole Officer (6) and any other information deemed necessary by the NH Department of Corrections.
- 5.1.10. Monitoring system shall have an alert system so that the Contractor's monitoring center shall notify the NH Department of Corrections by telephone or email of any unauthorized absences, late arrivals and equipment malfunctions and tampering upon occurrence indicating the offenders' name, unit number and violation type as agreed to and arranged by the NH Department of Corrections.
- 5.1.11. The Monitoring system shall be able to generate reports as required and requested by the NH Department of Corrections.

6. Monitoring Equipment: Transmitter and/or other device worn by offender.

6.1. Minimum requirements:

- 6.1.1. **Structural Components/Features:** Transmitter shall be small, lightweight and easily installed on the offender's ankle or wrist with minimal training and experience of the installer:
 - List size, weight, installation procedure and time, special tools required, also procedure and time for replacing straps;
 - The strap and any required fasteners must not be available to the general public either commercially or through any mail order outlet;
 - Transmitter shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions; and
 - Transmitter shall be hypoallergenic and not pose a safety hazard or unduly restriction for activities of the offender.
- 6.1.2. **Federal Communications Commission (FCC):** Transmitter shall comply with all applicable Federal Communications Commission rules and regulations and must be registered with the FCC.
 - List FCC registration number.
- 6.1.3. **Radio Signal:** Transmitter shall send an individually coded signal that has a range of approximately one-hundred fifty (150) feet.
 - Transmitter coded radio signal shall not be the same as any commercially available product and shall be designed to discourage tracing and duplication of the signal by a participant or an accomplice.
- 6.1.4. **Radio Frequency Range:** Transmitter shall not interfere or be interfered with radio transmitters normally used by police/corrections officials, law enforcement, emergency services, electronic security systems, or other radio devices.

- Identify transmitter operating radio frequency range.
- 6.1.5. **Programmability:** Transmitter must be field programmable.
- 6.1.6. **Passive Offender Identifier:** Transmitter shall have a totally passive offender's identifier unit which shall be used to automatically, immediately and accurately confirm its presence when a telephone call to the location is initiated by the central computer system.
- 6.1.7. **Battery Features:** Transmitter shall be battery powered and have a one (1) year minimum continuous operating life without need for battery recharging or replacement.
 - List battery shelf life, operating life, and how battery is replaced; and
 - Batteries powering the transmitter shall be easily replaced in the field and shall not require replacement of either the transmitter or the receiver/monitor in the home.
- 6.1.9. **Tamper Resistant Features:** Transmitter must be capable of being securely attached to the offender in such a manner in which efforts to tamper with or remove the device are detectable. The strap and circuitry within the transmitter must enable the transmitter to immediately notify the central computer (when in range of the receiver) of any tamper attempt or removal from the offender. This would include severing the strap or removal of the transmitter without severing the strap.
 - The transmitter shall transmit a specific "Tamper" signal immediately when it has been tampered with;
 - If tampered with out of range of the receiver, the tamper signal shall still be present and recorded by the receiver when the transmitter returns within range of the receiver; and
 - The tamper signal shall continue to be transmitted to the central computer until reset by authorized agency personnel.
- 6.10. **Operation of Tamper Resistant Features:** Contractor shall identify the following:
 - How tamper resistant features operate;
 - What conditions or circumstances a false tamper alarm shall be produced;
 - Known instances where an offender has defeated the resistant feature; and
 - Ability and how to reset the tamper feature.

7. Receiver/Dialer/Monitor

- 7.1. Minimum requirements:
 - 7.1.1. **Federal Communications Commission:** The receiver/dialer/monitor shall comply with all applicable FCC Part 15 and 68 regulations and shall be registered with the FCC.
 - List FCC registration number.
 - 7.1.2. **Installation:** Receiver/dialer/monitor shall be capable of being easily attached and/or installed to the offender's telephone and telephone outlet using standard RJ11-C modular telephone connector jack or plug.
 - Describe method of installation and time involved.
 - 7.1.3. **Transmitter Signal Features:** Receiver/dialer shall accept and activate reporting activities only from the unique signal of the corresponding transmitter attached to that one (1) offender.

- 7.1.4. **Power Features:** Receiver/dialer shall be powered by 110 volt AC line current, with an internal battery back-up capable of providing a minimum of sixteen (16) hours of continuous operating power in the event of a 110 AC power loss.
- 7.1.5. **Internal Clock/Memory:** Receiver/dialer shall contain an internal clock and a memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
- 7.1.6. **Alerts:** Receiver/dialer shall be capable of seizing a telephone line when not in use, and deliver courtesy “alert beeping tones” on a line in use; in order to initiate communications with the central computer system.
- 7.1.7. **Radio Signal:** Receiver/dialer shall be capable of receiving the radio signal from the offender’s transmitter within the specified range of approximately one hundred and fifty (150) feet without undue obstruction from metallic objects or interference from household electronic equipment.
- 7.1.8. **Health and Safety Features:** Receiver/dialer shall not pose any health or safety hazard to the offender or others and shall function reliably under normal environmental and atmospheric conditions.
- 7.1.9. **Surge Protector:** Surge protectors shall be built-in or provided for incoming power and telephone lines which are designed in accordance with the receiver/dialer’s manufacturer’s recommendations to be fully compatible with the proposed receiver/dialer equipment.
- 7.1.10. **Detection Features:** Receiver/dialer shall be able to detect the following events and immediately communicate them to the central computer with the time of occurrence:
- Arrival of transmitter within range of the receiver/dialer;
 - Departure of transmitter out of range of the receiver/dialer (subject to a present time interval);
 - Cutting or removal of the transmitter attachment strap from the participant;
 - Loss or restoration of 110 AC power;
 - Tampering with receiver/dialer including attempts to gain unauthorized access to the internal mechanism;
 - Disconnection and restoration of telephone service (disconnection must be communicated as soon as service is restored);
 - Attempts to simulate or duplicate the radio signal by a device other than participant’s own transmitter;
 - Attempts to simulate or duplicate the offender’s transmitter signal and immediately report this to the central computer system.
- 7.1.11. **Non-Activity Communication Feature:** Receiver/dialer shall automatically communicate with the central computer at preset intervals with a maximum of six (6) hours or less, if no offender activity is detected. This shall present status reports and indicates that it is connected and functioning properly.

8. Maintenance and Repair Services:

- 8.1. Minimum Requirements:
- 8.1.1. Contractor shall maintain all equipment and spare parts in good operating condition and shall provide prompt repair, replacement and service;
- 8.1.2. Contractor shall provide remote service and diagnostics from its service facility, for the Department of Corrections monitoring system as required while the system is in full monitoring operation;

- 8.1.3. Contractor shall be the responsible party for the cost of replacement of lost and damaged equipment, if the offender does not make restitution;
- 8.1.4. Contractor shall maintain equipment in proper working condition; and
- 8.1.5. Contractor shall be responsible for paying all postage or shipping for sending and/or return of units for initial placement, servicing or repair for the life of the Contract and any renewal Contract thereof.

9. Support Services:

Contractor shall provide a free telephone hot line support/service center. Each service/support location must have the ability to electronically access the system for the purposes of performing remote diagnostics.

10. Warranty Information:

- 10.1. Contractor shall warranty their equipment for rental to offenders due to manufacturing defects, defective or malfunctioning parts and/or complete product failure.
- 10.2. Contractor shall repair and/or replace defective equipment immediately after the notice or knowledge of a malfunction or failure that may impede or interrupt electronic monitoring.

11. Inventory:

Contractor shall maintain an inventory of equipment and devices sufficient to meet the needs of the required Scope of Services and maintain inventory in proper working condition.

12. Curfew Schedules:

Contractor shall have the ability to accommodate changes in curfew schedules without disrupting electronic monitoring services.

13. Security and Data Integrity:

- 13.1. Contractor shall certify that it maintains a drug free work place environment to ensure workplace safety and integrity during the life of the Contract and any renewal contractor thereof. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request of the NH Department Corrections.
- 13.2. Contractor shall certify the prevention of unauthorized access to computer terminal and restriction on access to or modification of data.
- 13.3. Contractor shall safeguard the prevention of unauthorized access by telephone lines or modems.

14. Training:

Contractor shall be responsible for training the NH Department of Corrections staff at no cost to the Department.

- 14.1. The Contractor shall provide the necessary on-site training, essential manuals for equipment and system operations, on-going support to the NH Department of Corrections employees and follow up training and support as needed and requested by the Department.
- 14.2. Training may include programs on Contractor policies and procedures that will be beneficial in training new Probation and Parole Officers of the Department.

15. Reporting:

Contractor shall report offender variances to include but not limited to unauthorized absences, late returns, equipment malfunctions and tampering to a centralized computer system. The Contractor shall report such occurrences to the NH Department of Corrections in accordance with the level of

monitoring service, as mutually agreed upon between the Contractor and the NH Department of Corrections.

16. Indigent Offender Participation: The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every ten (10) accounts.

17. General Service Provisions:

- 17.1. Tools and Equipment: (NOT APPLICABLE)
- 17.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections. The Contractor shall adhere to Department's confidentiality policy and procedure directives.
- 17.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the Contract this provision will require Governor and Executive Council approval.
- 17.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
 - 17.4.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
 - 17.4.2. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified in Paragraph 17.4.3., below.
 - 17.4.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Field Services and/or designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and

- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 17.5. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 17.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 17.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department of for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 17.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 17.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 17.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 17.8. Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:
- 17.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 17.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 17.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 17.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 17.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 17.9.1. Representing the NH Department of Corrections on all matters pertaining to the

- Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 17.9.2. Monitoring compliance with the terms of the Contract;
 - 17.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 17.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 17.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 17.10. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 17.10.1 Request the Contractor to provide proof of any and all permits to perform offender electronic monitoring services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
 - 17.10.2. Any information requested by the NH Department of Corrections; and
 - 17.10.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Director of Field Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 17.11. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 17.12. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 17.12.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 17.12.2. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
 - c.) Terminate the contract as otherwise permitted by law.

18. Other Contract Provisions:

- 18.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 18.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 18.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

19. Bankruptcy or Insolvency Proceeding Notification:

- 19.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee

- for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 19.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

20. Embodiment of the Contract:

- 20.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 20.1.1. Request for Proposal (RFP) and any amendments thereto;
 - 20.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 20.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a “meeting of the minds” after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.
- 20.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 20.1.3. shall govern.
- 20.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor’s Proposal and/or the result of a Contract.

21. Cancellation of Contract:

- 21.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Contractor with a written notice of such cancellation.
- 21.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 21.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 21.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

22. Contractor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

23. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

24. Additional Items/Locations:

Upon agreement of both party’s additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

25. Information:

- 25.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.
- 25.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.
- 25.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 25.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 25.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

26. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under [RSA 91-A](#). In addition, in accordance with [RSA 9-F:1](#), any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under [RSA 91-A:5, IV](#). If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

27. Special Notes:

- 27.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 27.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 27.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.

Scope of Services
Exhibit A

- 27.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 27.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 27.4.2. Secure the Contractor's written agreement to the proposed changes.
- 27.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

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SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide Offender Electronic Monitoring Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

2. Estimated Costs/Fee Schedule:

- 2.1. Service Fee Schedule Period: July 1, 2014 through June 30, 2016 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.
- 2.2. Costs shall reflect per day, per offender per unit rental and per unit costs shall not include units not in use.
- 2.3. Price for services, price per unit, includes the cost of all services to include but not limited to: monitoring, equipment, maintenance, repair, replacement parts, training, phone charges, shipping, contractor associated costs for employees, monitoring facility and equipment for the facility and any and all other ancillary charges associated with the provision of electronic monitoring on a per offender basis.
- 2.4. Offers below shall not commit the NH Department of Corrections to use such and/or all product services.
- 2.5. Fee Schedule:

Item	Description	Original Contract Period Unit Cost/Per Day/Per Offender		Optional Renewal Contract Period Unit Cost/Per Day/Per Offender	
		SFY 2015	SFY 2016	SFY 2017	SFY 2018
2.5.1.	Basic Radio Frequency (RF)				
(a)	Basic Radio Frequency Monitoring	\$	\$	\$	\$
(b)	Basic Radio Frequency and Breath Alcohol Monitoring	\$	\$	\$	\$
(c)	Basic Radio Frequency Cellular	\$	\$	\$	\$
2.5.2.	Global Positioning System				
(a)	Passive Monitoring	\$	\$	\$	\$
(b)	Intermediate Monitoring	\$	\$	\$	\$
(c)	Active Monitoring	\$	\$	\$	\$
Please enter the same information, below, for any additional/services/units offered.					
2.5.3.	Stand Alone Breath Alcohol Monitoring	\$	\$	\$	\$
2.5.4.	Other (please specify)	\$	\$	\$	\$
2.5.5.	Other (please specify)	\$	\$	\$	\$

3. Method of Payment:

- 3.1. Contractor shall provide services through a rental system to offenders.
- 3.2. Contractor shall be responsible for collecting fees from offenders at no cost to the Department of Corrections.
- 3.3. Costs shall reflect per day, per offender, per unit rental and per unit costs shall not include units not in use.
- 3.4. Price for services, price per rental unit, includes the cost of all services including monitoring, equipment, maintenance, replacement parts, repair, training, phone charges, shipping, storage, installation, warranty, contractor associated costs for employees, monitoring facility and equipment for the facility and any and all other ancillary charges associated with the provision of electronic monitoring on a per offender basis.
- 3.5. All non-indigent offenders agree to pay the Contractor two (2) weeks advance payment and submit weekly payments thereafter. All payments shall be paid directly to the Contractor in the form of a cashier check or money order.
- 3.6. The Contractor shall not accept personal checks from the offender as a method of payment.
- 3.7. Contract shall supply the NH Department of Corrections with stamped, self-addressed envelopes for use by offenders.
- 3.8. The Contractor agrees to provide monitoring services for indigent offenders free of charge and shall provide one (1) free unit for every six (6) accounts.
- 3.9. The Contractor's shall follow the State's Fiscal Year Calendar for budgeting purpose. Original Contract Period shall commence on July 1, 2014 and end on June 30, 2016.

4. Appropriation of Funding

- 4.1. The Contractor shall agree that funds expended, if applicable, for the purpose of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 4.1.2. The requirements stated in this paragraph shall apply to any amendment/renewal or the execution of any option to extend the Contract.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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Section E: Glossary of Terms:

Various terms and abbreviations used within this RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Alternating Circuit	AC	
Administrative Home Confinement	AHC	
Best and Final Offer	BAFO	
Certified Public Accountant	CPA	
Eastern Standard Time	EST	
Federal Communications Commission	FCC	
Global Positioning System	GPS	
Governor and Executive Council	G&C	
NH Department of Corrections	NHDOC	
Not Applicable	N/A	
Office of Management and Budget	OMB	
Post Office Box	PO/P.O.	
Prison Rape Elimination Act	PREA	
Radio Frequency	RF	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the state subordinate to the New Hampshire State Constitution.
State of NH Long Form Contract	P-37	
To Be Announced	TBA	
United States	US	

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